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11 *as Trustee for LSF8 Master Participation Trust*

8 **UNITED STATES DISTRICT COURT**
9 **DISTRICT OF NEVADA**

10 U.S. BANK TRUST, N.A., AS TRUSTEE FOR
11 LSF8 MASTER PARTICIPATION TRUST,

Case No.: 3:18-cv-00480-HDM-CBC

12 Plaintiff,

STIPULATION AND ORDER FOR
DISMISSAL WITH PREJUDICE

13 vs.

14
15 SUNRISE VILLAS CONDOMINIUM
16 HOMEOWNERS ASSOCIATION, a domestic
17 non-profit coop corporation without stock; ;
18 DOES I-X inclusive; and ROE Corporations I-X
19 inclusive,

20 Defendants.

21 IT IS HEREBY STIPULATED AND AGREED, by and between Plaintiff, U.S. Bank
22 National Association as Trustee for LSF8 Master Participation Trust (“Plaintiff” or “U.S.
23 Bank”), through its counsel of record, Robert A. Riether, Esq. and Rock K. Jung, Esq., of the
24 law firm Wright, Finlay & Zak, LLP, and Defendant Sunrise Villas Condominium Homeowners
25 Association (hereinafter “Association”), through its counsel of record Gayle A. Kern, Esq. and
26 Karen M. Ayarbe, Esq. of the law firm of Leach Kern Gruchow Anderson Song (collectively, the
27 “Parties”), for dismissal of this action as follows:
28

1 1. This action concerns title to real property commonly known as 1008 Baywood Drive,
2 #C, Sparks, Nevada 89434 (“Property”) following a homeowner’s association NRS
3 Chapter 116 foreclosure sale conducted on August 23, 2010, with respect to the
4 Property.

5 2. As it relates to the Parties, a dispute arose regarding that certain Deed of Trust
6 recorded against the Property on or about August 1, 2007, in the Official Records of
7 Washoe County, Nevada as Washoe County Recorder’s Office No. 3561093 (“Deed
8 of Trust”), and in particular, whether the Deed of Trust continued to encumber the
9 Property.

10 3. This Stipulation and Order for Dismissal with Prejudice is the result of a compromise
11 resolution of this action and shall not constitute or be construed as an admission of
12 the facts or legal conclusions at issue in this action.

13 4. The Parties have resolved all of their claims and disputes, and stipulate and agree to
14 the dismissal of all claims between them with prejudice, with each party to bear its
15 own costs and attorneys’ fees.

16 **IT IS SO STIPULATED.**

Dated this 5 th day of August, 2019 WRIGHT, FINLAY & ZAK, LLP <u>/s/ Rock K. Jung, Esq.</u> Robert A. Riether, Esq. Nevada Bar No. 12076 Rock K. Jung, Esq. Nevada Bar No. 10906 7785 W. Sahara Ave., Suite 200 Las Vegas, Nevada 89117 <i>Attorneys for Plaintiff, U.S. Bank Trust, N.A., as Trustee for LSF8 Master Participation Trust</i>	Dated this 5 th day of August, 2019 LEACH KERN GRUCHOW ANDERSON SONG. <u>/s/ Karen M. Ayarbe, Esq.</u> Gayle A. Kern, Esq. Nevada Bar No. 1620 Karen M. Ayarbe, Esq. Nevada Bar No. 3358 5421 Kietzke Lane, Suite 200 Reno, Nevada 89511 <i>Attorneys for Sunrise Villas Condominium Homeowners Association</i>
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ORDER FOR DISMISSAL WITH PREJUDICE

Based upon the foregoing Stipulation by and between the Parties, and good cause appearing,

IT IS HEREBY ORDERED that any and all remaining claims between the parties are dismissed *with prejudice*, with each party to bear its own attorney's fees and costs.

IT IS SO ORDERED:

Howard D. McKibben

UNITED STATES DISTRICT COURT JUDGE

DATED: August 8, 2019